



*William Cass, P.E.*  
Commissioner

**THE STATE OF NEW HAMPSHIRE**  
DEPARTMENT OF TRANSPORTATION

44A



*David Rodrigue, P.E.*  
Assistant Commissioner  
*Andre Briere, Colonel, USAF (RET)*  
Deputy Commissioner

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

Bureau of Right-of-Way  
April 27, 2023

**REQUESTED ACTION**

Pursuant to RSA 4:39-c and 228:31, authorize the New Hampshire Department of Transportation (Department) to sell 1.73 +/- acres of state-owned land located on the northerly side of Enterprise Drive, in the Town of Windham. The sale will be direct to A J Letizio Professional Center, LLC (Grantee) for \$75,000, which includes the \$1,100 administrative fee, effective upon Governor and Executive Council Approval.

The Department's Bureau of Finance and Contracts has determined the parcel was originally acquired with 90% Federal Funds and 10% Highway Funds.

Funding is to be credited as follows:

04-096-096-960015-0000-UUU-402156 Administrative Fee	<u>FY 2023</u> \$1,100
04-096-096-960015-0000-UUU-409279 Sale of Parcel (10% of \$73,900)	<u>FY 2023</u> \$7,390
04-096-096-963515-3054-401771 Consolidated Federal Aid (90% of \$73,900)	<u>FY 2023</u> \$66,510

**EXPLANATION**

The Department is processing a surplus disposal request for 1.73 +/- acres of land on the northerly side of Enterprise Drive in the Town of Windham. The Grantee has worked closely with the Town of Windham to develop a plan to preserve the historic features and combine them with the Town's historic Indian Rock parcel, situated to the west of the parcel to be sold. The proposed "Indian Rock Park" will contain hiking trails, an outdoor classroom, parking, and signage. The remainder of the parcel will be accessible from the Grantee's abutting parcel to the east. Please review the Conceptual Plans prepared by The Dubay Group, Inc, and identified as Exhibit A and B, attached herewith.

The sale has been reviewed by the Department and determined to be surplus to our operational needs and available for disposal. The sale will include the following conditions:

- The Grantee shall be responsible for all local and state land use approvals precedent to closing.
- Access to the parcel will be through the abutting property located at 47 Enterprise Drive (Lot 11-C-100), which is owned by the Grantee. No access will be granted to Enterprise Drive.
- Any future improvements constructed on the property will be of ancillary/accessory use only, such as an equipment/storage structure.
- The conveyance will include a reversionary clause should any of these conditions be breached.

At the April 21, 2023 meeting of the Long-Range Capital Planning and Utilization Committee the request (LRCP 23-012) was approved, allowing the Department to sell the 1.73 +/- acres of land to A J Letizio Professional Center, LLC for the Contributory value of \$73,900 and to assess the \$1,100 administrative fee.

Pursuant to RSA 4:39-c, the Department has solicited interest from the Town of Windham and the Town has expressed no interest in the property.

Pursuant to RSA 204-D:2, the Department also solicited interest from the New Hampshire Housing Finance Authority and the Authority has expressed no interest in the property.

The Department is respectfully requesting authorization for the sale of land, as noted above.

Respectfully,



William J. Cass  
Commissioner

WJC/SJN  
Attachments

**STATE OF NEW HAMPSHIRE**  
**INTER-DEPARTMENT COMMUNICATION**

**LACP 23-012**

**FROM:** Stephen G. LaBonte  
Administrator

**DATE:** March 30, 2023

**AT:** Dept. of Transportation  
Bureau of Right-of-Way

**SUBJECT:** Sale of State-Owned Land in Windham  
RSA 4:39-c

Approved by the Long Range  
Capital Planning & Utilization  
Committee April 21, 2023

**TO:** Representative Mark McConkey, Chairman  
Long Range Capital Planning and Utilization Committee

**REQUESTED ACTION**

The New Hampshire Department of Transportation (Department), pursuant to RSA 4:39-c, requests authorization to sell a 1.73 +/- acre parcel of state-owned land located on the northerly side of Enterprise Drive in the Town of Windham. The sale will be direct to A J Letizio Professional Center, LLC (Grantee) for \$75,000.00, which includes the \$1,100.00 administrative fee. The sale will be subject to conditions as specified in this request.

**EXPLANATION**

The parcel, consisting of 1.73 +/- acres, is a portion of a larger parcel acquired in 2007 from George G. Dinsmore Jr., Trustee of the George G. Dinsmore, Jr. Revocable Trust. The Department acquired portions of three separate parcels for \$4,630,000.00, via Warranty Deed as part of a Negotiated Settlement. The parcel is identified as W41 on the project plans for the Salem-Manchester Interstate 93 Widening project, attached herewith. The Department acquired 15 +/- acres that were impacted by the referenced project. After a departmental review, it was determined that the parcel is surplus to the Department's operational needs and available for disposal. This parcel will be conveyed with the following conditions:

- The Grantee shall be responsible for all local and state land use permits precedent to closing.
- Access to the parcel will be through the abutting property located at 47 Enterprise Drive (Lot 11-C-100), which is owned by the Grantee. No access will be granted to Enterprise Drive.
- Any future improvements constructed on the property will be of ancillary/accessory use only, such as an equipment/storage structure.
- The conveyance will include a reversionary clause should any of these conditions be breached.

A Staff Appraiser from the Department evaluated the subject property and concluded it has a limited highest and best use due to the access and building limitations. They then prepared a contributory value appraisal, to the abutting parcel owned by the Grantee, using the sales comparison approach that adheres to the requirements of the Right of Way Manual. The property's opinion of value as of January 30, 2023, was concluded to be \$73,900.00.

Pursuant to RSA 4:39-c, the Department will solicit interest from the Town of Windham. Pursuant to RSA 204-D:2, the Department will also solicit interest from the New Hampshire Housing Finance Authority.

The Department respectfully requests authorization to sell the subject parcel as outlined within this request.

SGL/SJN/jl  
Attachments

## **PURCHASE AND SALES AGREEMENT**

This **PURCHASE AND SALES AGREEMENT** ("Agreement") is made as of the 27 day of April, 2023, by and between the State of New Hampshire, Department of Transportation, having a principal place of business at 7 Hazen Drive, Concord, New Hampshire 03301 (referred to as the "Department") and A J Letizio Professional Center, LLC, or their designee at closing (under common control), with a principal address of 55 Enterprise Drive, Windham, NH 03087 (referred to as the "Buyer") (referred to individually as a "Party" and collectively as the "Parties").

### **RECITALS**

This Agreement relates to the sale of real estate located on the northerly side of Enterprise Drive (the "Property"), more particularly described by Warranty Deed recorded at the Rockingham County Registry of Deeds, Book 4817, Page 1873, dated June 29, 2001.

This Agreement is entered into upon the basis of the following facts and intentions of the Parties:

- I. The Department owns certain real estate located on the northerly side of Enterprise Drive in Windham, New Hampshire, consisting of 1.73 +/- acres of unimproved land, as further described herein.
- II. The Department is divesting in this Property totaling 1.73 +/- acres, as it has been determined that this Property is surplus to the Department's needs.
- III. The Buyer is afforded the ability to acquire the Property in accordance with NH RSA 4:39-c.
- IV. The Buyer, subject to the contingencies set forth within this Agreement, desires to acquire the Property from the Department for the purposes of developing the proposed Indian Rock Park and to expand on his abutting lot.
- V. This Agreement is a binding contract that shall become effective upon approval of the Governor and Executive Council, pursuant to RSA 4:39-c.
- VI. All Parties signatories to this Agreement are willing to proceed upon the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **DESCRIPTION OF PROPERTY AND REAL ESTATE TRANSACTION:**

- 1.1. **General:** Pending the results of the Buyer's due diligence and the other conditions in this Agreement, the Department intends to sell to the Buyer, and the Buyer intends to acquire from the Department, the Property, consisting of 1.73 +/- acres of land, as shown on **EXHIBIT 1: Lot Line Adjustment Plan** recorded on December 29, 2021, as Plan # D-43115.
- 1.2. **Purchase Price:** The Buyer shall acquire the Property for the sum of **SEVENTY -FIVE THOUSAND DOLLARS** (\$75,000) due at closing. The amount due at closing includes the \$1,100 administrative fee for the processing of this request.
- 1.3. **Payment of Purchase Price:** The Purchase Price shall be paid in full by the Buyer, by certified check or bank check, made out to "Treasure, State of New Hampshire", and presented to the Department at the closing and conveyance of the Property to the Buyer.
- 1.4. **Conditions of sale:** The subject property located on the northerly side of Enterprise Drive is being sold "as is where is" with the sale conditions approved by the Long-Range Capital Planning and Utilization Committee, prior to Governor and Executive Council approval. The following sale conditions must be satisfied prior to closing.
  - 1.4.1 The Buyer shall be responsible for all local and state land use approvals precedent to closing.
  - 1.4.2 Access to the parcel will be through the abutting property located at 47 Enterprise Drive (Lot 11-C-100), which is owned by the Buyer. No access will be granted to Enterprise Drive.
  - 1.4.3 Any further improvements constructed on the Property will be of ancillary/Accessory use only, such as an equipment/storage structure.
  - 1.4.4 The conveyance will include a reversionary clause should any of the conditions be breached.
- 1.5. **Access to Property:** The Department hereby grants authorization to the Buyer, its employees, representatives, consultants, and agents to enter the Property to complete due diligence and for all other purposes necessary to carry out the terms of this Agreement. All times and dates for such access shall require prior approval from the Department, and such approval will not be unreasonably withheld. The Department and the Buyer shall coordinate all access to the Property by third parties working on behalf of the Buyer as part of the Buyer's due diligence.

The Buyer shall indemnify, defend, and hold harmless the Department from and against all claims, actions, damages, or losses arising out of the Buyer's activities pursuant to this paragraph during its inspection, and subsequent tasks related thereto which are caused solely by the Buyer's negligence. The Buyer shall require all contractors who are retained to complete due diligence or for any other purpose necessary to carry out the terms of this Agreement, and who will need to access the Property, to obtain a certificate of insurance in the amount of \$2 million aggregate, \$1 million per occurrence naming the Department as an additional insured. The Buyer shall also require any such contractors to execute the Buyer's standard indemnification form naming both the Buyer and the Department as indemnified parties. The standard indemnification form shall be as follows unless written approval of a requested change is granted by both the Department and Buyer:

"The contractor agrees to indemnify, defend and save harmless the Buyer and State of New Hampshire Department of Transportation, their officials, officers, agents, and employees from any claims and losses accruing or resulting to any contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the contractor in the performance of this contract. This indemnification shall survive the expiration or early termination of this contract."

- 1.6. **Closing:** The Parties agree that the Closing shall occur within **ninety (90) days** after final approval of the sale by the Governor and Executive Council unless otherwise mutually agreed by the Parties.
- 1.7. **Title and Deed Restrictions:** In addition to the terms and conditions set forth within this Agreement, the conveyance of the Property by the Department to the Buyer shall be of good and marketable title thereto by Quitclaim Deed and insurable, upon application by the Buyer, for the benefit of the Buyer, by a title insurer licensed in the State of New Hampshire and acceptable to the Buyer under an ALTA standard form title insurance policy in an amount equal to the Purchase Price, insuring that the Buyer holds marketable fee simple title to the Property subject to:
  - a) Easements, liens, restrictions, and/or encumbrances of record or any other matters of record in existence at the time of the Closing accepted and approved by the Buyer; and

b) Provisions of building and zoning laws in effect at the time of the Closing.

- 1.8. **Department's Affidavits and Certificates:** If requested to do so by the Buyer, the Department, at the Closing, shall deliver such affidavits (in customary form) as may be required by the Buyer or the Buyer's title insurance company and deemed acceptable by the Department concerning (1) parties in possession of the Property, (2) rights of third parties and title claims in or to the Property, and (3) mechanic's and materialmen's liens affecting the Property.
- 1.9. **Deed Preparation; Recording Fees:** The Department shall convey the Property by Quitclaim Deed. The Department shall prepare all deeds (including all other applicable recording instruments, if any) at its expense.
- 1.10. **Transfer Taxes and Recording Fees:** By NH CODE ADMIN.R.ANN REV 802.03(e), the Department is exempt from all Real Estate Transfer Tax.
- 1.11. **Discharge of Liens:** The Department shall, at its expense, pay or discharge all legitimate liens, mechanics liens, encumbrances, and attachments, if any, which may exist on the Property through the date of closing, or filed after recording the deed transferring the Property to the Buyer due to an action by the Department before the recording of the transfer deed. To enable the Department to make conveyance as herein provided, the Department may, at the time of delivery of the deed, use the Purchase Price or any portion thereof to clear the title or any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed. The Department shall also be entitled to use the proceeds to pay off any mortgagee, under standard customary practices for real estate transactions and conveyances and receive therefrom a discharge(s) to be recorded in the ordinary course of business.
- 1.12. **Title Insurance:** If applicable, the Department shall execute all customary documents required by the Buyer's Title Insurance Company and deemed acceptable by the Department.
- 1.13. **Department's Disclosures:** The Department makes no warranties or representations regarding environmental contamination or sub-surface conditions at the Property.
- 1.14. **Casualty and Condemnation:** If the Property, before closing, is damaged by fire, flood, collapse, or other casualties, the Department, or the Buyer, at any time after the occurrence of such damage or casualty, may elect to terminate this Agreement by written notice, in which event all other

obligations of the Parties hereunder shall cease and this Agreement shall thereupon be void and of no further force or effect.

2. **Buyer's Contingencies:** The Buyer's obligation to Close on the acquisition of the Property shall be subject to the following contingencies, the failure to satisfy any one of which shall give the Buyer any of the options set forth below and, in addition, the right to withdraw from this Agreement, after which the Buyer shall have no further obligation to the Department.

2.1. **Title: Time being of the essence,** upon execution of this Agreement by the Parties, the Buyer may perform a title examination of the Property within thirty (30) days, to be reasonably satisfied that title to the Property is marketable and insurable. If upon examination of the title it is found not marketable or insurable, after identifying to the Department in writing any apparent title defects and providing the Department reasonable opportunity to cure them, this agreement may be rescinded at the option of the Buyer or Department and all deposits shall be refunded to the Buyer, provided that written notice is delivered within the said time frame, **time being of the essence.** If no notice is given within the said time frame, then any objections to the title are waived.

#### **REPRESENTATIONS AND WARRANTIES**

2.2. **Representations and Warranties of the Buyer.** The Buyer hereby represents and warrants that:

- 2.2.1. The execution and delivery of this Agreement and the performance of the Buyer's obligations hereunder have been duly authorized by such action as necessary, and this Agreement constitutes the legal, valid, and binding agreement of the Buyer, enforceable against the Buyer by its terms subject only to the conditions set out in this Agreement.
- 2.2.2. Subject to the conditions set out in this Agreement, neither the execution nor delivery by the Buyer of this Agreement, the performance by the Buyer of its obligations in connection with the transactions contemplated hereby, nor the fulfillment by the Buyer of the terms or conditions hereof conflicts with, violates or results in a breach of any constitution, law, charter, ordinance or governmental regulation applicable to the Buyer, or conflicts with, violates or results in a breach of any term or condition of any judgment or decree, or any agreement or instrument, to which the Buyer is a party or by which the Buyer or any of its properties or assets are bound, or constitutes a default there under.
- 2.2.3. Except as outlined in this Agreement, no approval, authorization, order, or consent of, or declaration, registration, or filing with, any

Governmental Authority is required for the valid execution and delivery of this Agreement by the Buyer, except such as have been duly obtained or made or disclosed in this Agreement.

2.2.4. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any court or Governmental Authority, pending or threatened against the Buyer, wherein an unfavorable decision, ruling, or finding would materially adversely affect the performance by the Buyer of its obligations hereunder or the performance by the Buyer of its obligations under the transactions contemplated hereby, or which, in any way, questions or may adversely materially affect the validity or enforceability of this Agreement, or any other agreement or instrument entered into by the Buyer in connection with the transactions contemplated hereby.

**2.3. Representations and Warranties of the Department.** The Department hereby represents and warrants to the best of its knowledge and belief that:

2.3.1. The Department has the power and authority to execute, deliver and carry out the terms and provisions of this Agreement and all necessary action has been taken to authorize the execution, delivery, and performance by it of this Agreement subject to the Department seeking and obtaining final approval by Governor and Executive Council pursuant to RSA 4:39-c. This Agreement will, upon execution and delivery thereof by the Department and upon approval by Governor and Executive Council, constitute valid, legal, and binding obligations of the Department enforceable against the Department by the respective terms thereof.

2.3.2. Neither the execution nor delivery by the Department of this Agreement, the performance by the Department of their obligations in connection with the transactions contemplated hereby, nor the fulfillment by the Department of the terms or conditions hereof conflicts with, violates, or results in a breach of any constitution, law or governmental regulation applicable to the Department, or conflicts with, violates or result in a breach of any term or condition of any judgment or decree, or any agreement or instrument, to which the Department is a party or by which the Department or any of its properties or assets are bound, or constitutes a default there under.

2.3.3. Except as outlined in this Agreement, no approval, authorization, order, or consent of, or declaration, registration, or filing with, any Governmental Authority is required for the valid execution and delivery of this Agreement by the Department, except such as have been duly obtained or made.

- 2.3.4. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any court or Governmental Authority, pending or threatened against the Department, its principal(s), affiliate(s), or entities controlled by its principal(s), wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the Department of their obligations hereunder or the performance by the Department of its obligations under the transactions contemplated hereby, or which, in any way, questions or may adversely materially affect the validity or enforceability of this Agreement or any other agreement or instrument entered into by the Department in connection with the transactions contemplated hereby.

### 3. GENERAL PROVISIONS

- 3.1. **Cooperation**: The Buyer and the Department agree to cooperate to achieve the purposes of this Agreement and, in connection therewith, to take such further actions and to execute such further documents as may reasonably be requested by the Department, the Buyer, or their representatives, agents, and consultants.
- 3.2. **Entire Agreement; Amendments**. This Agreement embodies the entire agreement and understanding between the Parties hereto relating to the subject matter herein and supersedes all prior agreements and understandings between the Parties. This Agreement may not be changed, modified, waived, discharged, or terminated orally, but only by an instrument in writing signed by each of the Parties hereto or by the Party against which enforcement is sought. Any change, modification, or amendment, which requires the consent or approval of a Governmental Authority, shall be effective only upon receipt of such approval.
- 3.3. **Binding Effect; Successors and Assignors**. The terms and provisions of this Agreement and the respective rights and obligations of the Parties hereunder shall be binding upon, and inure to the benefit of, their respective heirs, successors, assigns, and nominees.
- 3.4. **Headings**. The headings to the sections and subsections of this Agreement have been inserted for convenience of reference only and shall not modify, define, limit, or expand the express provisions of this Agreement.
- 3.5. **Exhibits**. All exhibits referred to in this Agreement are hereby incorporated by reference and expressly made a part hereof.

- 3.6. **Governing Law.** This Agreement shall in all respects be governed by, and construed and enforced by, the laws of the State of New Hampshire.
- 3.7. **Enforceability.** Any provision of this Agreement that is determined to be illegal or unenforceable by a court of competent jurisdiction, shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.
- 3.8. **Consent to Jurisdiction and Venue.** The Department and the Buyer submit to the jurisdiction of the courts of the State of New Hampshire and the courts from which an appeal from such trial venue may be taken or other relief may be sought for purposes of any action or proceeding arising out of this Agreement or any related agreement. All legal actions taken by the Parties shall be commenced in Merrimack County Superior Court. Both Parties hereby waive their right to a jury trial.
- 3.9. **Independent Parties.** The Department and the Buyer are independent parties under this Agreement, and nothing in this Agreement shall be deemed or construed for any purpose to establish between any of them or among them a relationship of principal and agent, employment, partnership, joint venture, or any other relationship other than independent parties.
- 3.10. **Survival of Agreement.** The agreements, covenants, indemnities, representations, and warranties contained herein shall survive the execution and delivery of this Agreement.
- 3.11. **Waivers.** Failure on the part of any Party to complain of any action or non-action on the part of the other Party, no matter how long the same may continue, shall not be deemed to be a waiver of any such Party's rights hereunder. No waiver at any time of any provision hereof by any Party shall be construed as a waiver of any other provision hereof or a waiver at any subsequent time of the same provision.
- 3.12. **No Rights Conferred Upon Others.** Except as expressly set out herein, nothing in this Agreement shall be construed as giving any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization, or government, other than the Parties hereto, their successors and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any provision hereof.
- 3.13. **Preservation of Rights.** Nothing herein or in any related Agreement shall limit or be construed to limit in any way rights or remedies the Buyer may have for the collection of real property taxes under the law unless expressly set forth herein.

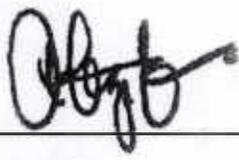
- 3.14. **Time of the Essence.** The Parties agree that time is of the essence in the performance of their respective obligations under this Agreement.
- 3.15. **Good Faith and Fair Dealing.** Unless expressly stated otherwise in this Agreement, whenever a party's consent or approval is required under this Agreement, or whenever a party shall have the right to give an instruction or request another party to act or to refrain from acting under this Agreement, or whenever a party must act or perform before another party may act or perform under this Agreement, such consent, approval, or instruction, request, act or performance shall be reasonably made or done, or shall not be unreasonably withheld, delayed, or conditioned, as the case may be.
- 3.16. **Municipal Approvals.** The execution of this Agreement does not preempt or supersede the review process or powers of any Buyer or other governmental Board, Committee, Commission, or Department, or excuse the parties from the requirement to apply for and receive all necessary permits and approvals from all applicable Buyer or other governmental Boards, Committees, Commissions, or Departments, including but not limited to the requirement that the agreement is approved by the Governor and Executive Council pursuant to RSA 4:39-c before the Department being required and/or authorized to convey the property to the Buyer.
- 3.17. **Warranties and Representations:** The Department and the Buyer each acknowledge that they have not been influenced to enter this transaction or relied upon any warranties or representations not specifically set forth or incorporated into this Agreement.
- 3.18. **Saving Clause:** If any of the terms or provisions of this Agreement are declared invalid or unenforceable by any Court of competent jurisdiction or any Federal or State Government Agency having jurisdiction over the subject matter of this Agreement, the remaining terms and provisions that are not affected thereby shall remain in full force and effect.

#### LIST OF EXHIBITS

Exhibit 1 Lot Line Adjustment Plan recorded on December 29, 2021, as Plan # D-43115.

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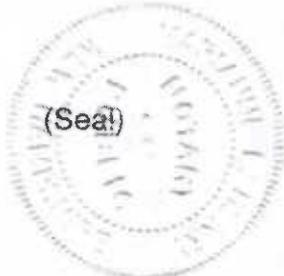
**BUYER:**

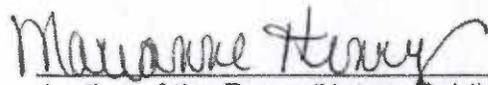
By:  Date: April 27, 2023

Printed: Albert J. Letizio Jr.  
Representative of A J Letizio Professional Center, LLC  
Duly Authorized

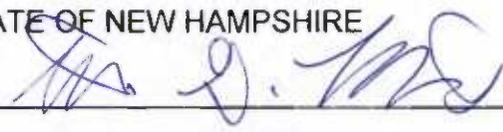
STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM

Signed or attested before me on the 27<sup>th</sup> day of April, 2023.



  
Justice of the Peace/Notary Public  
My Commission Expires: 9-23-2025

**SELLER:**

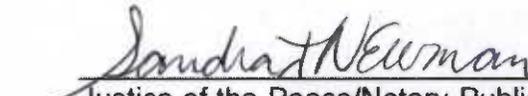
STATE OF NEW HAMPSHIRE  
By:  Date: 4/27/23

Printed: Stephen G. LaBonte  
Administrator, Bureau of Right-of-Way  
Duly Authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

Signed or attested before me on 27 day of April, 2023.



  
Justice of the Peace/Notary Public  
My Commission Expires: 11/25/2024

**SANDRA J. NEWMAN, Notary Public**  
State of New Hampshire  
My Commission Expires Nov. 25, 2024

## Newman, Sandra

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**From:** Rob Dapice <rdapice@nhhfa.org>  
**Sent:** Friday, April 21, 2023 3:23 PM  
**To:** LaBonte, Stephen  
**Cc:** Andrew Cadorette; Newman, Sandra  
**Subject:** Re: Windham - Letter of Interest for NHHFA

**EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.**

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Hi Stephen,  
I'm sorry for the delay in responding. We're not interested in this parcel.

ROB DAPICE  
Executive Director/CEO  
New Hampshire Housing  
PO Box 5087 Manchester, NH 03108  
603.310.9242  
rdapice@nhhfa.org  
[NHHousing.org](http://NHHousing.org)

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**From:** LaBonte, Stephen <Stephen.G.LaBonte@dot.nh.gov>  
**Sent:** Friday, April 21, 2023 2:18:36 PM  
**To:** Rob Dapice <rdapice@nhhfa.org>  
**Cc:** Andrew Cadorette <acadorette@nhhfa.org>; Newman, Sandra <Sandra.J.Newman@dot.nh.gov>  
**Subject:** FW: Windham - Letter of Interest for NHHFA

Hi Rob,

I'm getting pressure to move this sale along. I can't imagine that NHHFA would have any interest in the parcel based on the conditions of the sale. If you can look and let me know by responding to this email, I would appreciate it.

Steve LaBonte  
Administrator  
Bureau of Right of Way  
New Hampshire Department of Transportation  
**From:** Newman, Sandra <Sandra.J.Newman@dot.nh.gov>  
**Sent:** Friday, April 21, 2023 11:37 AM  
**To:** LaBonte, Stephen <Stephen.G.LaBonte@dot.nh.gov>  
**Subject:** Windham - Letter of Interest for NHHFA  
**Importance:** High

Hello Steve

Attached is the letter to NHHFA with the survey plan depicting the parcel being conveyed to A J Letizio Professional Center, LLC.

Thank you in advance



*TOWN OF WINDHAM, NEW HAMPSHIRE*  
3 NORTH LOWELL ROAD, WINDHAM NH 03087

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July 26, 2022

Sandra Newman  
Bureau of Right of Way  
JO Morton Building-Room 100  
7 Hazen Drive  
PO Box 483  
Concord, NH 03302-0483

RE: Sale of 1.73 +/-Acres of State-Owned Land in Windham (Map 11 Lot C-125)

Dear Ms. Newman,

Last evening, I met with the Board of Selectmen in their nonpublic session to discuss the offer from the state to purchase the 1.73 +/-Acres of State-Owned Land in Windham.

After some discussion, the Board voted not to purchase the parcel offered as (Map 11 Lot C-125).

If you have any additional questions or concerns, please feel free to contact me at my office.

Sincerely,

A handwritten signature in black ink, appearing to read "B. McCarthy", is written over a horizontal line.

Brian McCarthy, Town Administrator





